

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

HBL SNF, LLC, d/b/a EPIC REHABILITATION AND  
NURSING AT WHITE PLAINS,

Debtor.

WHITE PLAINS HEALTHCARE PROPERTIES I,  
LLC,

Plaintiff,

– against –

HBL SNF, LLC, LIZER JOZEFOVIC A/K/A  
LIZER JOZEFOVIC, and MARK NEUMAN,

Defendants and Third-Party Plaintiffs,

– against –

CCC EQUITIES, LLC, PROJECT EQUITY  
CONSULTING, THE CONGRESS COMPANIES,  
HOWARD FENSTERMAN, WILLIAM  
NICHOLSON, and METROPOLITAN  
COMMERCIAL BANK,

Third-Party Defendants.

Chapter 11

Case No. 21-22623 (SHL)

**SUPPLEMENTAL  
DECLARATION OF HOWARD  
FENSTERMAN**

Adversary Proceeding

Case No. 21-07096 (SHL)

Pursuant to 28 U.S.C. § 1746, Howard Fensterman declares as follows:

1. I am a manager of White Plains Healthcare Properties I, LLC (“WP Healthcare”), the plaintiff in this adversary proceeding. I make this supplemental declaration in opposition to the motion by Binder & Schwartz for leave to withdraw as counsel for WP Healthcare based upon my personal knowledge and the records maintained by WP Healthcare in the ordinary course of business.

2. The purpose of this declaration to correct a misstatement in the declaration that I submitted yesterday in opposition to the motion by Binder & Schwartz for leave to withdraw.

3. In the declaration I submitted yesterday, I disputed the amount that Mr. Fisher stated WP

Healthcare had paid to Binder & Schwartz. Mr. Fisher had asserted that Binder & Schwartz had been paid \$165,000. Edward Tabor, WP Healthcare's Chief Financial Officer, advised me that WP Healthcare had paid Binder & Schwartz \$216,000. At Mr. Fisher's request, I asked Mr. Tabor to review his records. Upon doing so, he advised me that his calculation was incorrect and that, as Mr. Fisher had stated, had paid Binder & Schwartz \$165,000. I correct my prior declaration accordingly and apologize for the error.

4. I nevertheless continue to oppose the motion for all of the other reasons stated in yesterday's declaration and respectfully request that the Court deny Binder & Schwartz's motion for leave to withdraw, or at least hold it in abeyance pending the conclusion of the current settlement process. If the Court grants the motion, WP Healthcare respectfully requests that the Court schedule a hearing to fix the amount of the liens Binder & Schwartz claims.

13. I declare under penalty of perjury that the information contained in this declaration is true and correct.

Dated: Lake Success, New York  
January 26, 2023.



Howard Fensterman